

A G R E E M E N T

between

CITY OF ATLANTIC CITY

and

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL 66

NEGOTIATIONS - 1971

OFFICE OF THE  
CITY SOLICITOR  
ATLANTIC CITY, N.J.  
MURRAY FREDERICKS, SOLICITOR

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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT dated the 25 day of MARCH, 1971 by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 66, hereinafter referred to as the "Association".

#### ARTICLE 1 - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the "City" and the Employees; to prescribe the rights and duties of the "City" and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Atlantic City and its employees and the "City".

#### ARTICLE II - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the statutes of the State of New Jersey, the ordinances of the City of Atlantic City and the Rules and Regulations of the Fire Department.

The "City" recognizes the Firemen's Mutual Benevolent Association, Local 66, as the exclusive negotiating agent and representative for all uniformed fire department personnel, excluding all other employees employed by the "City".

The "City" agrees that the "Association" has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment

of disputes and grievances, and all other related matters.

#### ARTICLE IV - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The "City" shall not discipline any employee without just cause.

Step 1. All grievances shall be in writing, as shall responses to them by the "City".

The Association Grievance Committee shall receive, screen and process all grievances within five days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Association".

Step 2. The Grievance Committee shall, within five days after screening, submit grievances to the Chief of the Fire Department for resolution.

Step 3. In the event the parties are unable to resolve the grievance in the second step, either party may, within five days, refer the grievance to the Director of Public Safety.

#### Step 4. Arbitration

In the event the grievance is not resolved at the third step, either party may refer the matter to impartial arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If

the "City" and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the "City" and the FMBA. Any steward or officers of the FMBA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City" and the employees.

#### ARTICLE V - CHECK-OFF

The "City" shall deduct dues and initiation fees from the wages of all personnel covered by this agreement who have filed with the "City" a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The "Association" shall advise the City of the fixed and standard dues and initiation fees of its members and the payments shall be made to the "Association" on or before the first payday of each month.

#### ARTICLE VI - EMPLOYEE REPRESENTATION

The FMBA must notify the "City" as to the names of stewards and accredited representatives. No more than one (1)

steward and alternate is to be designated for each facility. Representatives of the FMBA who are not employees of the "City" will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters without notifying the head of the department.

#### ARTICLE VII - NON-DISCRIMINATION

The "City" and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment. The "City" further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the "Association", nor will the "City" encourage membership in any other association or union, or do anything to interfere with the exclusive representation of the "City" in the appropriate bargaining unit.

#### ARTICLE VIII - MANAGEMENT RIGHTS

It is the right of the "City" to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of

performing its work. The practical impact of the decisions on the above matters are subject to the Grievance procedure. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

#### ARTICLE IX - DUTIES OF OFFICERS

The parties agree that the Chief of the Fire Department and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them irrespective of their affiliation in the FMBA.

#### ARTICLE X - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determinations shall not impair the validity and enforceability of the remaining other provision of this agreement.

#### ARTICLE XI - STRIKES

The FMBA assures and pledges to the "City" that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey; and the FMBA will not initiate such activities nor advocate or encourage members of the unit to initiate the same; and the FMBA will not support anyone acting contrary to this provision.

#### ARTICLE XII - BULLETIN BOARDS

A. The "City" shall permit the use of Bulletin Boards,

located in the respective Firehouses, by the Local, for the posting of notices concerning Local 66 business and activities.

B. All such notices shall be signed by the President or other authorized official of the Local.

#### ARTICLE XIII - FMBA STATE MEETINGS

The Executive Delegate and President of the FMBA shall be granted leave from duty with full pay for all meetings of the FMBA State when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his captain to secure another employee to work in his place.

#### ARTICLE XIV - CHANGE IN LAW GOVERNING THE HOURS OF THE WORK WEEK

If, during the term of this agreement, the law changes permitting a reduction of the weekly hours to be worked by firemen, the "City" shall reduce the current fifty-six (56) hour work week to the new, permissible, reduced number of hours, without any change in the salary schedule or fringe benefits, provided that such reduction of hours does not result in an unreasonable financial burden to the "City".

#### ARTICLE XV - OVERTIME

A. Whenever any fire fighter works an excess of fifty-six (56) hours a week, he shall receive the straight time hourly rate of pay for all such hours. The straight time hourly rate shall be computed by using police rates of pay (a forty (40) hour week rate) and paid in accordance with the hourly rate for the rank. Overtime payment shall be made on the first payday in December.

B. Call back - In case of a call back for a general alarm or emergency, fire fighters shall receive a minimum of three (3) hours pay at the straight time hourly rate as computed in paragraph A hereof.

#### ARTICLE XVI - LONGEVITY

The current practice governing longevity shall be continued as provided in Ordinance No. 10 of 1966 of the City of Atlantic City and shall remain in effect for the duration of this agreement.

#### ARTICLE XVII - HOSPITALIZATION INSURANCE

The current practice governing hospitalization insurance shall be continued as provided in Ordinance No. 6 of 1964, as amended, of the City of Atlantic City and shall remain in effect for the duration of this agreement.

#### ARTICLE XVIII - CLOTHING ALLOWANCE

The current practice governing clothing allowance shall be maintained as provided in prior resolutions of the Board of Commissioners and shall remain in effect for the duration of this agreement.

#### ARTICLE XIX - LEAVES

A. Leave from duty with full appropriate pay shall be granted the members of the local's negotiation committee who attend meetings between the "City" and the Local for the purpose of negotiating the terms of the contract provided the employee is scheduled to duty at the time simultaneous to attendance.

B. Sick Leave - The "City" shall maintain and continue in effect, the current practice concerning sick leave as provided in Section 6 of Ordinance No. 11 of 1942 of the City of Atlantic City.

C. Injury leave shall be as provided in the ordinance



set forth in B above.

D. Funeral Leave - The current practice governing funeral leave shall be maintained as now provided in Ordinance No. 11 of 1942, except that the definition of the term "immediate family" for which four (4) calendar days of leave are granted, shall include mother-in-law, father-in-law and grandparents.

#### ARTICLE XX - VACATIONS

A. A firefighter in his first year of service shall be entitled to one working day's vacation for each month of service up to and including December of his initial year, thereafter he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.

B. All firefighters except those mentioned in Section A above shall be entitled to twenty-four (24) actual working days paid vacation.

C. All Captains shall be entitled to twenty-seven (27) actual working days paid vacation.

D. All Battalion Chiefs shall be entitled to thirty (30) actual working days paid vacation.

E. All Deputy Chiefs shall be entitled to thirty-three (33) actual working days vacation.

F. The Chief Engineer shall be entitled to thirty-six (36) actual working days vacation.

G. Vacations shall be granted during the calendar year, selection for the vacation period shall be based on seniority in rank at station house level.

H. It is the intent of this article to assure personnel covered by this agreement that they shall receive the maximum

amount of actual vacation days to which they are entitled. Days that they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

I. This article shall be effective from January 1, 1971.

ARTICLE XXI - ACTING OUT OF TITLE

A. Effective April 1, 1971, assignments of firefighters to higher ranking positions shall be compensated at the higher rank's rate of pay when:

1. Such assignments in a particular position, except as provided in 2(a) of this clause, occur more than sixty (60) consecutive calendar days. On the sixty-first (61st) day, the assigned firefighter shall receive the higher rate of pay, or

2. After a job vacancy exists for sixty (60) consecutive calendar days, the firefighter assigned to that position shall receive the higher rank's rate of pay.

a. This provision is not applicable to temporary assignments caused by vacations or sick leaves.

B. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

(1) Employees on an existing promotional Civil Service List.

(2) Seniority in rank provided the senior employee has the skill and ability to perform the assignment.

C. A roster of those eligible for high rank assignments shall be maintained. A daily log will be kept indicating assignments or offers of assignments to higher ranked positions. Each calendar quarter, it will be examined by the parties to ascertain

whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

Firefighters offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments. In the event of refusal of assignment, the most junior eligible firefighter must perform the higher rank assignment. All assignments shall be reported to and recorded by the Chief or a designated representative.

D. The Director of Public Safety shall take steps to maintain promotional opportunities by obtaining for the Fire Department personnel periodically, Civil Service qualifying examinations for higher ranks and by declaring job vacancies as they occur.

#### ARTICLE XXII - HOLIDAYS

Effective April 1, 1971, the Employees covered by this agreement shall receive the following ten (10) paid holidays: Good Friday, Easter, Memorial Day, July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day and Christmas Day.

The holiday pay shall be computed at the straight time hourly rate of pay by rank based upon an eight (8) hour day, using police rates of pay (a forty (40) hour week rate) and paid in accordance with the hourly rate for the rank. Holiday pay shall be given to all employees for the above holidays whether or not they are scheduled off from work on the holidays. Holiday payments shall be made on the first payday in December

ARTICLE XXIII - PARITY FOR SALARY SCHEDULE

The "City" agrees to maintain parity between firemen and policemen among the following ranks with regard to the base salary schedule:

Beginning Firefighter	- Beginning Patrolman
Firefighter	- Patrolman
Captain	- Sergeant
Battalion Chief	- Captain
Deputy Chief	- Inspector
Chief	- Chief

In the event of any error the adjustment by the "City" shall not be made retroactive but shall be corrected prospectively

ARTICLE XXIV - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter, Ordinances, Rules and Regulations of the Fire Department of the "City". Any and all present benefits which are enjoyed by employees covered by this agreement, that have not been included in the contract shall be continued.

ARTICLE XXV - SCHEDULE OF SALARY

Effective April 1, 1971, the employees covered by this agreement shall receive the following base salaries per annum

Beginning Firefighter	\$ 7,900.00
Firefighter (First Step)	8,200.00
Firefighter (Second Step)	8,500.00
Firefighter (Third Step)	
(commencing 4th year of employment)	8,904.00
Captain	9,794.00
Battalion Chief	10,773.00
Deputy Chief	11,850.00
Chief	14,734.00

All employees on the payroll below the rank of Firefighter (Third Step) and all other uniformed personnel not listed above shall

receive a six (6%) per cent increase in addition to his current base pay or the appropriate progression scale salary whichever is the greater.

A salary differential of ten percent (10%) shall exist between superior officer ranks and is reflected in the above salary schedule.

ARTICLE XXVI - SHOE ALLOWANCE

During the term of this agreement the "City" shall pay each employee covered by this contract a shoe allowance of \$50.00 on the first payday in December.

ARTICLE XXVII - DURATION

This contract shall be in full force and effect from the date of execution until midnight December 31, 1971.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this agreement shall commence on January 17, 1972. It is understood that the "Association" is seeking a successor contract commencing from January 1, 1972. However, this agreement will remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the

"City" and the "Association", on the 25<sup>th</sup> day of March, 1971.

ATTEST:

CITY OF ATLANTIC CITY

Adelbert Deane  
City Clerk

By: William J. Jones  
Mayor

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL 66

Signed, Sealed and Delivered  
In the Presence of:

Mary F. Deane

John W. Deane  
Robert J. Schumacher  
Thomas J. Scamlin Sr  
James J. Mooney  
Albert A. Roff  
Anthony P. Leggett